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Ruelala, Inc., BPC2, LLC,
And Bluefly.com, LLC*

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

STAR FABRICS, INC., a California
Corporation,

14 Plaintiff,
15 v.

16 RUELALA, INC., a Delaware corporation;
17 BPC2, LLC d/b/a “Walter Baker”, a New
18 York limited liability company;
19 BLUEFLY.COM, LLC, a Florida
corporation; and DOES 1-10,

Defendants.

Case No.: 2:23-cv-04131-AB-AGR

DISCOVERY MATTER

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: May 26, 2023

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition
6 the Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items
10 that are entitled to confidential treatment under the applicable legal
11 principles. The parties further acknowledge, as set forth in Section XIII(C),
12 below, that this Stipulated Protective Order does not entitle them to file
13 confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied
15 when a party seeks permission from the Court to file material under seal.

16 **II. GOOD CAUSE STATEMENT**

17 A. This action is likely to involve the production of trade secret and
18 highly confidential materials, including design documents, customer and
19 pricing lists, sales information, and other valuable research, development,
20 commercial, financial, technical, and/or proprietary information for which
21 special protection from public disclosure and from use for any purpose other
22 than prosecution of this action is warranted. Such confidential and
23 proprietary materials and information consist of, among other things,
24 confidential business or financial information, information regarding
25 confidential business practices, or other confidential research, development,
26 or commercial information (including information implicating privacy rights
27 of third parties), information otherwise generally unavailable to the public,
28 or which may be privileged or otherwise protected from disclosure under

1 state or federal statutes, court rules, case decisions, or common law.
2 Accordingly, to expedite the flow of information, to facilitate the prompt
3 resolution of disputes over confidentiality of discovery materials, to
4 adequately protect information the parties are entitled to keep confidential,
5 to ensure that the parties are permitted reasonable necessary uses of such
6 material in preparation for and in the conduct of trial, to address their
7 handling at the end of the litigation, and serve the ends of justice, a
8 protective order for such information is justified in this matter. It is the
9 intent of the parties that information will not be designated as confidential
10 for tactical reasons and that nothing be so designated without a good faith
11 belief that it has been maintained in a confidential, non-public manner, and
12 there is good cause why it should not be part of the public record of this
13 case.

14 **III. DEFINITIONS**

15 A. Action: *Star Fabrics, Inc. v. Ruelala, LLC, et al.*, 2:23-cv-04131-AB-
16 AGR.

17 B. Challenging Party: A Party or Non-Party that challenges the
18 designation of information or items under this Order.

19 C. “CONFIDENTIAL” Information or Items: Information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for
21 protection under Federal Rule of Civil Procedure 26(c), and as specified
22 above in the Good Cause Statement.

23 D. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
24 Information or Items: Extremely sensitive CONFIDENTIAL Information or
25 Items,” disclosure of which to another Party or Non-Party would create a
26 substantial risk of serious harm that could not be avoided by less restrictive
27 means.

1 E. Counsel: Outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 F. Designating Party: A Party or Non-Party that designates information
4 or items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS
6 EYES ONLY.”

7 G. Disclosure or Discovery Material: All items or information,
8 regardless of the medium or manner in which it is generated, stored, or
9 maintained (including, among other things, testimony, transcripts, and
10 tangible things), that are produced or generated in disclosures or responses
11 to discovery in this matter.

12 H. Expert: A person with specialized knowledge or experience in a
13 matter pertinent to the litigation who has been retained by a Party or its
14 counsel to serve as an expert witness or as a consultant in this Action.

15 I. House Counsel: Attorneys who are employees of a party to this
16 Action. House Counsel does not include Outside Counsel of Record or any
17 other outside counsel.

18 J. Non-Party: Any natural person, partnership, corporation, association,
19 or other legal entity not named as a Party to this action.

20 K. Outside Counsel of Record: Attorneys who are not employees of a
21 party to this Action but are retained to represent or advise a party to this
22 Action and have appeared in this Action on behalf of that party or are
23 affiliated with a law firm which has appeared on behalf of that party, and
24 including support staff.

25 L. Party: Any party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record
27 (and their support staffs).

1 M. Producing Party: A Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 N. Professional Vendors: Persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing
5 exhibits or demonstrations, and organizing, storing, or retrieving data in any
6 form or medium) and their employees and subcontractors.

7 O. Protected Material: Any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY.”

10 P. Receiving Party: A Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12

13 **IV. SCOPE**

14 A. The protections conferred by this Stipulation and Order cover not only
15 Protected Material (as defined above), but also (1) any information copied or
16 extracted from Protected Material; (2) all copies, excerpts, summaries, or
17 compilations of Protected Material; and (3) any testimony, conversations, or
18 presentations by Parties or their Counsel that might reveal Protected
19 Material.

20 B. Any use of Protected Material at trial shall be governed by the orders
21 of the trial judge. This Order does not govern the use of Protected Material
22 at trial.

23

24 **V. DURATION**

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition
28 shall be deemed to be the later of (1) dismissal of all claims and defenses in
 this Action, with or without prejudice; and (2) final judgment herein after the

1 completion and exhaustion of all appeals, rehearings, remands, trials, or
2 reviews of this Action, including the time limits for filing any motions or
3 applications for extension of time pursuant to applicable law.

4 **VI. DESIGNATING PROTECTED MATERIAL**

5 A. Exercise of Restraint and Care in Designating Material for Protection

6 1. Each Party or Non-Party that designates information or items
7 for protection under this Order must take care to limit any such
8 designation to specific material that qualifies under the appropriate
9 standards. The Designating Party must designate for protection only
10 those parts of material, documents, items, or oral or written
11 communications that qualify so that other portions of the material,
12 documents, items, or communications for which protection is not
13 warranted are not swept unjustifiably within the ambit of this Order.

14 2. Mass, indiscriminate, or routinized designations are prohibited.
15 Designations that are shown to be clearly unjustified or that have been
16 made for an improper purpose (e.g., to unnecessarily encumber the
17 case development process or to impose unnecessary expenses and
18 burdens on other parties) may expose the Designating Party to
19 sanctions.

20 3. If it comes to a Designating Party's attention that information
21 or items that it designated for protection do not qualify for protection,
22 that Designating Party must promptly notify all other Parties that it is
23 withdrawing the inapplicable designation.

24 B. Manner and Timing of Designations

25 1. Except as otherwise provided in this Order (see, e.g., Section
26 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
27 Discovery Material that qualifies for protection under this Order must
28 be clearly so designated before the material is disclosed or produced.

1 2. Designation in conformity with this Order requires the
2 following:
3 a. For information in documentary form (e.g., paper or
4 electronic documents, but excluding transcripts of depositions
5 or other pretrial or trial proceedings), that the Producing Party
6 affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
7 “CONFIDENTIAL legend”) or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend”), to
10 each page that contains protected material. If only a portion or
11 portions of the material on a page qualifies for protection, the
12 Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the
14 margins).
15 b. A Party or Non-Party that makes original documents
16 available for inspection need not designate them for protection
17 until after the inspecting Party has indicated which documents it
18 would like copied and produced. During the inspection and
19 before the designation, all of the material made available for
20 inspection shall be deemed “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY.” After the inspecting Party has
22 identified the documents it wants copied and produced, the
23 Producing Party must determine which documents, or portions
24 thereof, qualify for protection under this Order. Then, before
25 producing the specified documents, the Producing Party must
26 affix the “CONFIDENTIAL legend” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend” to
28 each page that contains Protected Material. If only a portion or

portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

- c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

1 B. Meet and Confer

2 1. The Challenging Party shall initiate the dispute resolution
3 process under Local Rule 37.1 *et seq.*4 C. The burden of persuasion in any such challenge proceeding shall be
5 on the Designating Party. Frivolous challenges, and those made for an
6 improper purpose (*e.g.*, to harass or impose unnecessary expenses and
7 burdens on other parties) may expose the Challenging Party to sanctions.
8 Frivolous designations, and those made for an improper purpose (*e.g.*, to
9 harass or impose unnecessary expenses and burdens on other parties) may
10 expose the Designating Party to sanctions. Unless the Designating Party has
11 waived or withdrawn the confidentiality designation, all parties shall
12 continue to afford the material in question the level of protection to which it
13 is entitled under the Producing Party's designation until the Court rules on
14 the challenge.15 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 A. Basic Principles

17 1. A Receiving Party may use Protected Material that is disclosed
18 or produced by another Party or by a Non-Party in connection with
19 this Action only for prosecuting, defending, or attempting to settle this
20 Action. Such Protected Material may be disclosed only to the
21 categories of persons and under the conditions described in this Order.
22 When the Action has been terminated, a Receiving Party must comply
23 with the provisions of Section XIV below.24 2. Protected Material must be stored and maintained by a
25 Receiving Party at a location and in a secure manner that ensures that
26 access is limited to the persons authorized under this Order.

27 B. Disclosure of "CONFIDENTIAL" Information or Items

1 1. Unless otherwise ordered by the Court or permitted in writing
2 by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

4 a. The Receiving Party’s Outside Counsel of Record in this
5 Action, as well as employees of said Outside Counsel of Record
6 to whom it is reasonably necessary to disclose the information
7 for this Action;

8 b. The officers, directors, and employees (including House
9 Counsel) of the Receiving Party to whom disclosure is
10 reasonably necessary for this Action;

11 c. Experts (as defined in this Order) of the Receiving Party
12 to whom disclosure is reasonably necessary for this Action and
13 who have signed the “Acknowledgment and Agreement to Be
14 Bound” (Exhibit A);

15 d. The Court and its personnel;

16 e. Court reporters and their staff;

17 f. Professional jury or trial consultants, mock jurors, and
18 Professional Vendors to whom disclosure is reasonably
19 necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to be Bound” attached as
21 Exhibit A hereto;

22 g. The author or recipient of a document containing the
23 information or a custodian or other person who otherwise
24 possessed or knew the information;

25 h. During their depositions, witnesses, and attorneys for
26 witnesses, in the Action to whom disclosure is reasonably
27 necessary provided: (i) the deposing party requests that the
28 witness sign the “Acknowledgment and Agreement to Be

Bound;” and (ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

a. The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

b. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A):

- c. The Court and its personnel;
- d. Court reporters and their staff

- 1 e. Professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably
3 necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to be Bound” attached as
5 Exhibit A hereto;
- 6 f. The author or recipient of a document containing the
7 information or a custodian or other person who otherwise
8 possessed or knew the information;
- 9 g. During their depositions, witnesses of the Producing
10 Party, and attorneys for witnesses of the Producing Party, in the
11 Action to whom disclosure is reasonably necessary provided:
12 (i) the deposing party requests that the witness sign the
13 “Acknowledgment and Agreement to Be Bound;” and (ii) they
14 will not be permitted to keep any confidential information
15 unless they sign the “Acknowledgment and Agreement to Be
16 Bound,” unless otherwise agreed by the Designating Party or
17 ordered by the Court. Pages of transcribed deposition
18 testimony or exhibits to depositions that reveal Protected
19 Material may be separately bound by the court reporter and may
20 not be disclosed to anyone except as permitted under this
21 Stipulated Protective Order; and
- 22 h. Any mediator or settlement officer, and their supporting
23 personnel, mutually agreed upon by any of the parties engaged
24 in settlement discussions.

25 **IX. PROTECTED MATERIAL SPOENAED OR ORDERED**
26 **PRODUCED IN OTHER LITIGATION**

27 A. If a Party is served with a subpoena or a court order issued in other
28 litigation that compels disclosure of any information or items designated in

1 this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY” that Party must:

- 3 1. Promptly notify in writing the Designating Party. Such
4 notification shall include a copy of the subpoena or court order;
- 5 2. Promptly notify in writing the party who caused the subpoena
6 or order to issue in the other litigation that some or all of the material
7 covered by the subpoena or order is subject to this
8 Protective Order. Such notification shall include a copy of this
9 Stipulated Protective Order; and
- 10 3. Cooperate with respect to all reasonable procedures sought to
11 be pursued by the Designating Party whose Protected Material may be
12 affected.

13 B. If the Designating Party timely seeks a protective order, the Party
14 served with the subpoena or court order shall not produce any information
15 designated in this action as “CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination
17 by the Court from which the subpoena or order issued, unless the Party has
18 obtained the Designating Party’s permission. The Designating Party shall
19 bear the burden and expense of seeking protection in that court of its
20 confidential material and nothing in these provisions should be construed as
21 authorizing or encouraging a Receiving Party in this Action to disobey a
22 lawful directive from another court.

23 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
24 PRODUCED IN THIS LITIGATION**

25 A. The terms of this Order are applicable to information produced by a
26 Non-Party in this Action and designated as “CONFIDENTIAL” or
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such
28 information produced by Non-Parties in connection with this litigation is

protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must

immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

- A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in

this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

XIV. FINAL DISPOSITION

A. After the final disposition of this Action, as defined in Section V, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work

product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 3, 2024

/s/ Kelsey M. Schultz
Stephen M. Doniger
Kelsey M. Schultz
DONIGER / BURROUGHS
Attorneys for Plaintiff

Dated: April 3, 2024

/s/Scott P. Shaw
Scott P. Shaw
MERCHANT & GOULD P.C.
Attorneys for Defendants

ATTESTATION UNDER L.R. 5-4.3.4(a)(2)(i)

The undersigned attests that all signatories to this filing concur in its contents and authorized it to be filed.

/s/Scott P. Shaw
Scott P. Shaw

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: April 5, 2024

Alicia G. Rosenberg

HONORABLE ALICIA G. ROSENBERG
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
April ___, 2024 in the case of *Star Fabrics, Inc. v. Ruelala, LLC, et al.*, 2:23-cv-
04131-AB-AGR. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

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3 Date: _____
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5 City and State where sworn and signed: _____
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7 Printed Name: _____
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9 Signature: _____
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